













the mikrumast alone standing. She was painted either black or lead colour, but the state of the weather did not permit of this.

re report, the state of the accounts as shown in the remainder of the paper. To-day is such a day as necessitates a more detailed statement in the rate, and the directors have raised their annual balance sheet for 31, at which they were fixed on the 4th of July. The balance sheet for 31, which was fixed on the 4th of July, shows a surplus of £4,500,000, and a deficit of £1,500,000. The surplus is divided into three parts: a surplus of £1,500,000, a surplus of £1,500,000, and a surplus of £1,500,000. The deficit is divided into three parts: a deficit of £1,500,000, a deficit of £1,500,000, and a deficit of £1,500,000. The surplus is divided into three parts: a surplus of £1,500,000, a surplus of £1,500,000, and a surplus of £1,500,000. The deficit is divided into three parts: a deficit of £1,500,000, a deficit of £1,500,000, and a deficit of £1,500,000.

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WATKINS-At Thomas-street, Ashold, at 3, Household  
Furnace.  
MOORE and CO-At their Mart, at 11, Household Furnace,  
City, Clack, Chain Cable, Wire, Mats, &c.  
ALLAN-In the premises, Cleveland-street, Redfern, at 1  
Household Furnace, &c.; at 12, 13, Hays, Dugby, Harnes  
MOLONY-At the Banks, at 11, Fife's and Shae's  
TOWN and CO-At 72, Eliza-street, at 11, Household Fur-  
nace and Bedstead.  
M. FITZ and SON-At Homebush, at 11, Fat Cattle and  
Horse.  
HARRIS and FRASER-At Darling Harbour, at 9, Hays,  
Straw, and Cold Produce.  
HALL, PRINCE, and CO-At Darling Harbour, at 9, Hays,  
Straw, Cold Produce, and Foreign Goods.  
HARRIS and HOSKIN-At Darling Harbour, at 9, Hays, &c.  
&c.; at 10, Wood, &c.  
MAYERS and CO-At Darling Harbour, at 9, Hays, &c.; at 12  
Wood.

**Special Advertisements**

WATKIN, -At Thomas-street, Abbeid, at 3, Household  
Furniture, &c.  
MOORE and CO.-at their Mart, at 11, Broadshill  
Furniture, Clock, China, Cables, Wire, Mats, &c.  
ALLAN -At 12, Broadshill Furniture, &c.  
Household Furniture, &c. at 123A, Ravel, Boffin, Harmes  
MOONEY -At this Rooms, at 11, Boats and Sheds.  
JOHN and CO.-At 172, Eley-street, at 11, Household Furni-  
ture and Effects.  
M. FITZ and SON.-At Homebush, at 11, Cat Castle and  
Shops.  
MARLBING and FRASER.-at Darling Harbour, at 9, Hay  
Square, and other Produce.  
SMITH, PRINCE, and CO.-at Darling Harbour, at 9, Hay  
Square, China, Potatoes, &c.  
STEWART and HOSKIN.-At Darling Harbour, at 9, Hay, Street  
and 11, Broadshill Furniture, &c.  
WATERS and CO.-At Darling Harbour, at 9, Hay, &c. at 11  
Wood.

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**LITERARY NOTICE**

The Proprietors of the  
SYDNEY FREE PRESS, L.,  
divisions of encouraging  
**AUSTRALIAN TALENT,**  
have decided to offer the sum of  
ONE HUNDRED POUNDS for the  
**BEST ORIGINAL TALE**  
written for publication in the  
SYDNEY FREE PRESS, and to be  
subject to conditions given in full in the  
**BANK OF NEW ZEALAND**  
Incorporated by Act of the General Assembly of New  
Zealand.  
Capital £100,000 £750,000  
Reserve Fund £250,000 £250,000  
NOTICE

[illegible]

WATKIN, -At Thomas-street, A-sséed, at 3, Household  
Furniture, &c.  
MOORE and CO.—at their Mart, at 11, Broadshoof Par-  
lour, Clack, Chain Cable, Wire, Mats, &c.  
HALL, FRANK, -At Clarendon-street, Beggan, at 11,  
Household Furniture, &c.; at 123, Rasse, Beggan, Har-  
ness, &c.  
MOLONY -At this Rooms, at 11, Boats and Sluice.  
PERSON and CO.—at 72, Eley-street, at 11, Household Fur-  
niture and Effects.  
M. FITZ and SON.—At Homebush, at 11, Cat Castle and  
Furniture, &c.  
MARLBING and FRASER.—at Darling Harbour, at 9, Hay,  
Saw, and other Produce.  
WALL, FRANK, -At Darling Harbour, at 9, Hay,  
Straw, Chain, Potatoes, &c.  
STEWART and HOSKIN.—At Darling Harbour, at 9, Hay, Straw  
&c.; at 11, W. Wall, at 11, Hay, &c.  
WATKIN and CO.—At Darling Harbour, at 11, Hay, &c.; at 11,  
Wood.  
  
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**LITERARY NOTICE**  
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**SYDNEY AUSTRALIAN TALES,**  
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Capital..... £750,000.  
Reserve Fund..... £250,000.  
**NOTICE.**  
This Bank is prepared to make **SPECIAL ARRANGEMENTS**  
for DEPOSITS lodged for fixed periods, and to transact all other  
business connected with the Bank, on terms to be agreed upon.  
**EDWARD B. HOLT,** Manager.  
Sydney, 9th September, 1878.  
**INSURANCE AGAINST ACCIDENT TO LIFE AND**  
**PROPERTY.**  
THE AUSTRALASIAN ACCIDENT ASSURANCE ASSO-  
CIATION (Limited).  
OFFICES, 204, Pitt-street, corner of Fawcett-street.  
**INSURANCE ON WOOLSHEDS; ALSO ON WOOL**  
therein and in transit to port of shipment, and thence to  
any port, by the UNITED INSURANCE COMPANY  
76, George-street.  
**LIVERPOOL AND LONDON AND GLOBE IN-**  
**SURANCE COMPANY.**—This Company, having increased  
their working capital to £1,000,000, are now opening upon an  
approved basis to the extent of £10,000. In consequence of the  
great arrangement the Company are now willing to accept further  
advances, and to pay the highest rates in Sydney at the lowest  
premium rates. A. STANGER LEATHES, Resident Secretary.  
**SYDNEY FIRE AND MARINE INSURANCE COMPANY (FOR FIRE**  
**ONLY).** Capital, £250,000. Reserves, £50,000.  
£100,000 of well-secured liability for shareholders  
—Pitt and Hunter streets.  
**STANDARD FIRE AND MARINE INSURANCE**  
**COMPANY, LIMITED.**  
Wanted, City and Suburban Surveying Agents.  
A. L. PARK, Agent,  
10, Pitt-street.  
**STANDARD FIRE AND MARINE INSURANCE**  
**CO.—**From and after this date  
a **REBATE OF TEN PER CENT.**  
will be given on payment of all FIRE RENEWAL premiums.  
A. L. PARK, Agent,  
10, Pitt-street.  
Sydney, September 13, 1878.  
**THE NATIONAL INSURANCE COMPANY OF**  
**AUSTRALASIA (Limited).**  
Persons desirous of becoming SUB-AGENTS of this Company

WATKIN, At Thomas-street, Ashford, at 3, Household  
Furniture, and  
MOORE and CO.—at their Mart, at 11, Household Furni-  
ture, Clock, China, Cables, Wire, Mats, &c.  
HALL—on the Quay, at the City Arcade, Beggan, at 1,  
Household Furniture, &c.; at 123a, Essex, Beggan, at 1,  
Household Furniture, &c.  
MOLONY—at this Rooms, at 11, Boots and Shoes.  
HALL and CO.—at 72, Ely-street, at 11, Household Furni-  
ture and Effects.  
M. FITZ AD—No. 801—At Homeona, at 1, Cat Castle and  
Furniture, and  
MARLBING and FRASER—at Darling Harbour, at 9, Hay,  
Shaw, and other Produce.  
HALL, PHINCE, and CO.—at Darling Harbour, at 9, Hay,  
Shaw, China, Potatoes, &c.  
STEWART and HOSKIN—at Darling Harbour, at 9, Hay, Straw  
and other Produce.  
WATKIN and CO.—At Darling Harbour, at 1, Hay, &c.; at 12  
Wood.

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EDWARD B. HOLT, Manager.

Sydney, 9th September, 1878.

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THE AUSTRALASIAN ACCIDENT ASSURANCE ASSOCIATION (Limited).  
Offices, 204, Pitt-street, corner of Westmoreland-street.  
INCORPORATED ON WOOLLSHEAD; ALSO ON WOOLLS-  
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**LIVERPOOL AND LONDON AND GLOBE IN-  
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approved basis to the extent of £10,000. In consequence of the  
agreement the Company are now willing to accept further  
subscriptions, and to issue policies in Sydney at the lowest  
current rates. A. STANGER LEATHES, Resident Secretary.

**SYDNEY FIRE AND MARINE INSURANCE COMPANY (FOR FIRE  
ONLY).** Capital, £250,000. Reserves, £200,000.  
Incorporated by Act of the General Assembly of shareholders  
—Pitt and Hunter streets.

**STANDARD FIRE AND MARINE INSURANCE COMPANY (LIMITED).**  
Wanted, City and Suburban Insurance Agents.  
A. L. PARK, Agent,  
Colonial and Foreign Assurance Co., Pitt-street.

**STANDARD FIRE AND MARINE INSURANCE COMPANY (LIMITED).**  
—From and after this date  
policies will be issued with a discount of 10 per cent.  
will be given on payment of all FIRE RENEWAL premiums.  
A. L. PARK, Agent,  
Sydney, September 13, 1878. Pitt-street.

**THE NATIONAL INSURANCE COMPANY OF  
AUSTRALASIA (Limited).**  
Persons desirous of becoming SUB-AGENTS of this Company  
will please communicate with  
J. C. HUCKLAND,  
Agent for New South Wales.

**TEMPORARY OFFICES.** 23, Exchange-street.

**M<sup>RS</sup>. GUSTAVUS GABRIEL, DENTIST, COR-  
NUTTS DAILY.** 6, Carleton-tunnel, Wynyard-square.

**M<sup>RS</sup>. FLETCHER, DENTIST, No. 2, WYNNARD-  
STREET,** will be absent from Sydney during the month  
of November.

**THE HERON, AN EVENING NEWSPAPER**  
PRICE 6D. The HERON contains all the public  
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measures the area thereof out of any adjoining land under the same adjoining pastures in the manner hereinbefore described."

The Honorable the Chief Justice, in dealing with the question, pointed out that there was nothing in the Act of 1861 to show over what part of the area leased the cancellation was to take effect, and held that a cancellation should properly take place only by its being pointed out distinctly what and where the things to be cancelled was; failing which the things could not be done. The position of the land to be cancelled had not been defined, and it was manifestly unjust to construe the section so that the cancelled land might be anywhere. In that case the pastoral lessee could not know where his run was, and would no longer be in a position to bring an action for trespass. In fact, if we understand the matter rightly, his Honor's opinion is that the provisions of the 18th section of the Act of 1861 are of no effect, because the terms how the things were to be made effective in the pastoral purchase was made, under the Act of 1861, no part of the pastoral lease outside the purchase was cancelled, because there was nothing to show what part was to be cancelled, and the selector acquired no right outside his purchase, because there was

nothing to show where the right of pre-emptive lease, to which the 13th section referred, was to operate. And he regarded the provisions of the later Act as showing that the Legislature recognised the need for some action in the matter, and as introducing a degree of certainty where there was none before.

Mr. Justice HANCOCK held that the section of the Act of 1861 was clearly drawn and admitted of interpretation. If the land was adjoining the selection, and the application was not for more than three times the area, the application was a perfectly admissible one. The restrictions were that the land to be claimed should not exceed in amount three times the area of the purchase land, and that it should be adjoining thereto; and if the application were within these restrictions it must be admitted. It will be observed that although the opinion contains no direct statement of the ground on which the decision of the CHIEF JUSTICE is based, inasmuch as it shows that the provisions of the Act of 1861 could be brought into effect by the selector's sending in an application within the restrictions, it does not expressly decide the question whether any cancellation of lease, or acquisition of grazing right by the selector, took place before an application was put in as a pre-emptive lease was granted.

nothing to show where the right of pre-emptive lease, to which the 18th section referred, was to operate. And he regarded the provisions of the later Act as showing that the Legislature recognised the need for some action in the matter, and as introducing a degree of certainty where there was none before.

Justice HONORARY held that the section of the Act of 1861 was clearly drawn and admitted of only one interpretation. If the land adjoining the selection, and the application for the lease were not for more than three times the area, the application was a perfectly admissible one. The restrictions were that the land to be claimed should not exceed in amount three times the area of the purchase land, and that it should be adjoining thereto, and if the application were within these restrictions it must be admitted. It will be observed that although this opinion conflicted with that of the CHIEF JUSTICE in 1861, it shows that the provisions of the Act of 1861 do not in effect take the selector's sending in application within the restrictions, it does not expressly decide the question whether any cancellation of lease, or acquisition of grazing right by the selector took place before an application was put in or a pre-emptive lease was granted.

Sir W. MANNING's reading of the 18th clause of the old law is "in effect that which had been carried into words in the new law, viz, that this cancellation should not take effect until the pre-emptive right was obtained." We presume that his meaning is that the land remained under the pre-emptive lease until the selector's application for the pre-emptive lease was approved, or the pre-emptive lease was granted. And he is further of opinion that the rigid description of the area applied for is unnecessary. It will be observed that there is a peculiar relation between his Honour's judgment and that of the CHIEF JUSTICE

SIR W. MANNING's reading of the 1861 clause of the old law is "in effect that which had been carried into words in the new law, viz., that this cancellation should be made by the present law, the right having been obtained." Words to that effect being it is the land remained under the pastoral lease until the selector's application for a pre-emptive lease was approved or the pre-emptive lease was granted. And he is further of opinion that the original description of the area applied for is unnecessary. It will be observed that there is a peculiar relation between his Honour's judgment and that of the CHIEF JUSTICE. SIR W. MANNING gives to the Act of 1861 the meaning which he says was "carried into words" by the Act of 1875; whilst SIR JAMES MARTIN holds that the Act of 1861 was in that matter inoperative for want of words to express its meaning. May it not be said that SIR W. MANNING has practically admitted the accuracy of SIR JAMES MARTIN's opinion, that the Act of 1861 was defective, and that the amendment was made by the Act of 1875? Was done by the Legislature—that is to say, by making law rather than interpreting it?

The arguments used by Mr. Justice HARRIS in this case appear to have a bearing upon the much debated question of provision

SIR W. MANNING gives to the Act of 1861 the meaning which he says was "carried into effect" by the Act of 1875; whilst SIR JAMES MANNING holds that the Act of 1861 was in the matter inoperative for want of words to express its meaning. May it not be said that SIR W. MANNING has practically admitted the occurrence of SIR JAMES MANNING's opinion, that the Act of 1861 was defective, and that the Act of 1875 was done by the Legislature—that is to say, by making law rather than interpreting it?

The arguments used by Mr. Justice HARRIS in this case appear to have a bearing upon the much debated question of provision for improvement selections under the 31st clause of the amending statute. If we have understood the matter rightly, the Supreme Court has not upheld or pronounced upon the doctrine that an application for a provisional selection of less than one square mile would be invalid which had not an untouched block of five square miles square in it. But it is hard to see how such a doctrine could be maintained in consistency with the principle of Mr. Justice HARRIS's ruling in this case. His argument is that the law has named certain restrictions, and that if the applicant complies with

improvement selections under the 51st clause had been made under the amended statute. If we have understood the matter rightly, the Supreme Court has not held that an application for a provisional selection of less than one square mile would be invalid if it were proposed to take the land from a restricted block of five miles square in full. But it is hard to see how such a doctrine could be maintained in consistency with the principle of Mr. Justice HARBAGE's ruling in this case. His argument here is that the law has named certain restrictions, and that if the applications were made more liberally, the restrictions would be completely evaded. The provisions of the 51st clause of the Act of 1875 also lays down that no application shall be made for more than one square mile within a restricted block of five miles square or of each lease, or a proportionate quantity out of any holding of less area. Under this principle of Judge HARBAGE's ruling in this case, before us, an application for a provisional selection of more than one square mile within a restricted block of five miles square would be rejected, but here the restrictive effect of the provisions ends, and so far as this clause is concerned there is no restriction as to form that would be violated when a smaller area than a square

land is excluded. Under the provisions of the 1875 Act also lands of the 1st class of the Act of 1875 also lay down restrictions. No application shall be made for more than one square mile within each block of five miles square or of each lease, or a proportionate quantity out of any holding of less area. Under the principle of Judge HARRISON's ruling in the case before us, an application for a provision of more than one square mile within a block of five miles square would be rejected but here the restrictive effect of the provisions extends, and so far as this clause is concerned there is no restriction as to form that that clause is violated when a smaller area than a square mile is applied for.

A copy has reached us of the report of the Victorian Minister of Public Instruction for the year 1877-8. It bears date 28th August of the present year, but its information refers mainly to the year ending last December. In previous issues we have dealt with the official reports of our own colony and of New Zealand, and we are now in a position to present a comparative view of the educational condition of all the leading colonies so far as enrolment and attendance at primary Government-aided schools can be an accurate test. In each case private schools are excluded, the enrolment

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**PRIMARY EDUCATION IN 1877.**

Colony.	Total Number		Per centage	
	Enrolled.	Average Attendance.	Enrolled.	Average Attendance.
New South Wales	115,513	56,548	17.71	9.43
Victoria	222,428	102,365	18.53	14.27
Queensland	10,946	5,935	10.32	11.21
South Australia	20,267	14,457	13.98	10.56
New Zealand	37,372	22,293	16.61	12.06

PRIMARY EDUCATION IN 1877.					
Colony.	Total Number		Per centage		Remarks.
	Enrolled.	Average Attendance.	Enrolled.	Average Attendance.	
New South Wales	115,323	56,548	17.21	10.47	
Victoria	89,419	18,051	13.71	9.63	
Queensland	11,500	2,500	10.23	10.23	
South Australia	20,337	14,407	13.36	10.48	
New Zealand	71,681	41,778	17.60	10.23	
Total	236,257	97,285	20.45	10.48	
N. S. Wales in 1871	87,313	42,115	15.91	9.11	
Victoria in 1871	114,300	27,253	15.19	9.76	

Here is official proof that New South Wales is the lowest but one in the extent of her primary education out of all these three colonies, which had at the close of 1877 a collective population of 2,368,000. The enrolment may be passed without much notice, because it is not of much value as a test with regard to the application of mass corrections, but the

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## NEW SOUTH WALES RAILWAYS.

The report of the Commissioner for Railways (Mr. Charles A. Goodhead) is a very carefully prepared document, containing a large amount of valuable information, and is worthy of the careful study of those who take an interest in public affairs. The report itself consists of 127 pages, and with the appendices, makes a record of 137 pages, inclusive of maps and diagrams which are to be added. We quote the following paragraphs:

"The amount authorized to be raised by loan for railway purposes is £1,238,161. Of this amount there has been issued at the close of 1877 debentures to the value of £2,087,202 of which £1,238,161 has been repaid at the rate of 5 per cent., and £1,970,040 at the rate of 4 per cent., giving an average interest of 4.78. The sum of £2,455,352 remains to be raised at 4 per cent., which will raise the average interest on the whole railway capital 4.56 per cent. It is probable, therefore, that the average interest on the whole railway capital will be 4.56 per cent., and the average interest on the whole railway capital will be 4.56 per cent."

"At the close of 1877, there had been expended on lines open for traffic £3,883,177, and on lines in course of construction £1,238,161, making a total of £5,121,338. The sum of £744,440 was expended during the year 1877, as under:—Construction, £577,021; rolling-stock and material, £167,419; total, £744,440. The Commissioner refers to the several contracts for extensions entered into during the year 1877, and we observe that he anticipates the extensions to Gunnedah and Dubbo will be completed to contract time, namely, 30th June, 1879, and to Berrima, 1st January, 1880, respectively. The mileage opened during 1877, the total mileage opened on the 31st December of that year, the extent of double line, and the length remaining to be constructed."

Railway.	Length of line opened during 1877.	Length of line opened during 1877.	Length of line opened during 1877.	Length of line opened during 1877.
Great Southern	356	29	131	183
Great Northern	426	21	116	232
Great Western	426	21	116	232
Great Eastern	426	21	116	232
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hall, dining,  
verandah  
room, etc., etc.

THE ABOVE DESCRIBED PROPERTY.

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This property is situate in the fast improving suburb of

by, by a great  
 most taste-  
 also a great  
 palliating.  
 UNMODIOUS  
 the views of  
 MAURICK.  
 about two  
 WESLEYAN  
 in a most  
 etc.  
 answers for a  
 \$250 to \$300;  
 \$300 to \$350.  
 RESIDENCE  
 in a conve-  
 nient conve-  
 nient, etc., etc.  
 RE in the  
 sh, the stu-  
 dent's walk  
 143, Pitt-st.  
 19, Rail-  
 Apply No.  
 y back and

**COTTAGE and STABLING to LET.** T. White

y, 70 x 20.  
 addition,  
 addition.  
 Window-  
 d, 27a.  
 Also, one  
 feet.  
 lease, now  
 boot shop,  
 Hotel, Albion-  
 street.  
 table family  
 -street.  
 and COT-  
 butchers', 7  
 walk from  
 -street.  
 bathroom,  
 -street.  
 orge-street  
 tables, &c.  
 -street.  
 orge-street  
 -street.  
 ator; rent,  
 -street.  
 , past the  
 -street.  
 , Barcom-  
 Pitt-st.  
 Bay, near  
 6d.

**WILSON, grocer, St. George's-parade, Elizabeth-street South**

with every  
 Devonshire  
 premises.  
 addition,  
 a supply of  
 and kitchen,  
 of ground.  
 root, Pyr-  
 r's, painter,  
 rochgrocery  
 yard; rent  
 Liverpool-  
 acc. Apply  
 every large  
 Apply Mr.  
 wly erected  
 own as the  
 ca-terrace,  
 and, healthy  
 garden in  
 IDENCE.  
 t corner of  
 Apply Thomas  
 containing  
 of SYDNEY  
 large yard,

**TO LET,** those large and commodious PREMISES  
George-street North, known as the Commercial Hotel.

improvements,  
C. Kidman.  
in Pitt-  
two-stalled  
sp. W. H.  
lodge, near  
HOUSE, con-  
with copper,  
gas and city  
ns.  
**BUILD-**  
**SAILORS**  
**NE STONE**  
**ARMS,**  
and given early  
at North.  
**and Family**  
Post Office  
some chan-  
er laid on  
Spring and  
**S. CLO-**  
the build-  
G-HOUSE,  
r separate,  
and com-  
du-street.  
cturing on  
ry, to LET.

**OFFICES.**—Suite of OFFICES to LET, Pitt-street opposite Exchange. Apply A. L. Park, 73, Pitt-street.

George-  
two good  
r and Pitt-  
north of Mr.  
large area  
Weston.  
A L D.--  
m.  
charged 3s to  
by Money  
convenience  
appear under  
insertion of  
responsible  
; and the  
advertis-  
though such  
the usual  
m.  
erted in this  
the persons  
certified as

\* \* The above rule is rendered necessary in consequence of the following notices having been sent for publication for

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for trans-  
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